

A G R E E M E N T

Between

MERCER COUNTY PROSECUTOR

and

THE PROSECUTOR'S SUPERIOR DETECTIVES' UNIT

EFFECTIVE: January 1, 1991  
EXPIRATION: December 31, 1991

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## PREAMBLE

WHEREAS, the Prosecutor has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees, insofar as such practices and procedures are appropriate to the functions and obligations of the Prosecutor's Office to retain the right to effectively operate in a responsible and efficient manner and are consonant with the paramount interests of the Prosecutor and the citizens of Mercer County; and

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the Prosecutor by the statutes of the State of New Jersey; and

WHEREAS, it is the intention of this Agreement to provide, where not otherwise mandated by statute or ordinance, for the salary structure, fringe benefits, and employment conditions of employees covered by this Agreement, to prevent interruptions of work and interference with the efficient operations of the Prosecutor's Office and to provide an orderly and prompt method for handling and processing grievances;

This Agreement, dated, \_\_\_\_\_ between the Prosecutor of the County of Mercer, hereinafter referred to as the "Employer", and the Prosecutor's Superior Detectives' Unit, hereinafter referred to as the "Union"; and

WHEREAS, the Employer and the Union entered into an Agreement on \_\_\_\_\_ which Agreement was approved by the Prosecutor of Mercer County.

NOW, THEREFORE, the parties agree with each other as follows:

### 1. RECOGNITION

1.1 The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its employees in the classifications Chief of Detectives, Captain of Detectives, Lieutenant of Detectives and Lieutenant of Investigations, and for such additional classification as the parties may later agree to include.

2.

#### MANAGEMENT RIGHTS

2.1 The Employer retains and may exercise all rights, powers, duties, authority, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey. Except as specifically abridged, limited, or modified by the terms of this Agreement between the Employer and the Union, all such rights, powers, authority, prerogatives of management and responsibility to promulgate and enforce reasonable and necessary rules and regulations governing the conduct and the activities of the employees are exclusively retained by the Employer.

3.

#### WORK SCHEDULES

3.1 The weekly work scheduled shall consist of five (5) consecutive days in any seven (7) day period, which schedule shall be established by the Employer and may be changed by the Employer after giving reasonable notice.

3.2 The weekly work schedule and the starting time of work shifts shall be determined by the Employer and in emergency situations may be changed at the discretion of the Employer.

3.3 A workday shall consist of eight (8) hours, including one (1) hour for lunch which shall be unpaid.

4.

#### OVERTIME

4.1 All employees covered by this bargaining agreement shall not be compensated in any manner whatsoever for any hours they are required to work over their normally scheduled thirty-five (35) hour work week in order to complete their assigned duties. Employees covered by this bargaining agreement are exempt from overtime compensation based on the Fair Labor Standards Amendments of Title 29 CFR parts 541 and 553.

Any employee who earned compensatory hours prior to October 1, 1983 shall be entitled to retain the benefits of those hours.

5.

#### PAY SCALES OR RATES OF PAY

5.1 The salary package for calendar year 1991 shall be as follows:

a. Effective January 1, 1991 all employee shall receive a three (3%) percent salary increase. Effective July 1, 1991 all employees shall receive a four (4%) percent salary increase.

5.2 All employees in the bargaining unit employed as a Superior Officer shall be paid in accordance with the following schedule:

<u>Title</u>	1/1/91	7/1/91
Chief of Detectives	\$63,935	\$66,492
Captain of Detectives	\$56,974	\$59,253
Lieutenant of Detectives	\$51,909	\$53,985
Lieutenant of Investigators	\$51,909	\$53,985

5.3 The following superior officers will receive additional compensation based on the schedule listed below:

- a. Special Investigations Unit Lieutenant  
\$2,500 stipend, prorated throughout the year on a biweekly basis in lieu of overtime payments effective January 1, 1990.
- b. Homicide Lieutenant  
\$1,000 stipend, prorated throughout the year on a biweekly basis in lieu of overtime payments effective January 1, 1990.

5.4 During the terms of this Agreement, the pay scales shall not be changed unless by mutual consent of the Employer and the Union.

## 6. INSURANCE AND RETIREMENT BENEFITS

6.1 The County agrees to provide eligible employees and their eligible dependents with Hospitalization, Medical and Major Medical Insurance through the New Jersey State Health Benefits Program or to provide equivalent or better health benefits coverage through a self-insurance program or independent insurance carrier. The premium costs for said programs shall be fully paid by the County except that in the election of the Health Maintenance Organization Medigroup Program, an eligible employee shall continue to be required to pay, through payroll deductions, the difference in cost, if any, between standard Hospital/Medical coverage and HMO coverage.

6.2 The County agrees to provide Hospital/Medical insurance to eligible retired employees in accordance with the provisions of Chapter 88, Public Law of 1974. Said insurance will continue

under any self-insurance program or independent carrier the County may choose.

6.3 The County agrees to provide retirement benefits to eligible employees in accordance with the provisions of the New Jersey Public Employees' Retirement System and/or the New Jersey Policemen's and Firemen's Retirement System.

6.4 The County agrees to provide a \$4.00 co-payment Prescription Drug Program to eligible employees and their dependents; the premium costs for said program to be paid by the County. Further, for the purpose of this Program, eligible employees newly hired employees shall be defined as all full-time permanent employees only.

6.5 The County agrees to provide for the payment of accumulated unused sick leave at the time of retirement of an eligible County employee in accordance with the provisions established by Resolution Number 86-580 adopted December 9, 1986.

6.6 The County agrees to provide a Dental Insurance Program to eligible employees and their dependents; the premium costs for said program to be paid by the County. Eligible employees, for the purposes of this Program, shall be defined as all full-time permanent and full-time unclassified employees.

## 7. PAID LEAVES OF ABSENCES

7.1 Bereavement Days. In the event of the death of a member of the immediate family of any employee covered by this Agreement, the immediate family being mother, father, sister, brother, spouse, child, step child, mother-in-law, father-in-law, or any other relative living in the household of the employee, said employee shall be excused for a period beginning with the day of death or the day after the date of death to one (1) day after the funeral, but in no instance for more than five (5) consecutive days. In the event of the death of a grandparent or grandchild not living in the household of the employee, said employee shall be excused for the day of the funeral only. The employee will be paid his regular hourly rate for any such days of excused absence which occur during his normal work week, but in no event more than seven (7) hours pay for any one (1) day.

## 7.2 Occupational Injury Leave.

a. Any employee who is disabled because of an occupational injury or illness shall be covered by the provisions of the New Jersey Workers' Compensation Law from the day of injury or illness. Said employees shall be eligible for a Leave of Absence for the entire period of disability.

Employees on an authorized Leave of absence shall be paid

temporary workers' compensation benefits for the period of their disability in accordance with the eligibility criteria established by the New Jersey Workers' Compensation Law. Said employees shall also receive sick and vacation leave credits during the period of their disability. Personal leave credits shall not accrue during this period of disability.

b. Any Officer who is disabled for a period of more than five (5) consecutive working days as the result of an occupational injury or illness directly attributable to the unique duties and responsibilities of a Superior Officer shall be granted a leave of absence with full pay for the entire period of disability, such leave of absence to be limited to a maximum period of one (1) year from date of injury or illness. The Prosecutor shall determine whether an injury is directly attributable to the unique duties of a Superior Officer.

c. Employees returning from an authorized leave of absence as set forth in (a) and (b) above shall be restored to their original job classification at the appropriate rate of pay with no loss in seniority, or other employee rights, privileges and benefits except as modified above.

7.3 Sick Leave. All full-time permanent, full-time unclassified, full-time temporary, and full-time provisional employees shall be entitled to sick leave with pay.

a. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, maternity, accident, or exposure to contagious disease. Sick leave may also be utilized for short periods for the attendance by the employee upon a member of the immediate family who is seriously ill. Sick leave may be taken in one-half day units.

b. The minimum sick leave with pay shall accrue to any full-time permanent employee and any full-time unclassified employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter, said fifteen (15) days to be credited effective January 1 of the succeeding year.

c. The minimum sick leave with pay shall accrue to any full-time temporary, full-time provisional, or full-time JTPA employee at the rate of one (1) working day per month as earned.

d. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

e. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment excepting as

provided under Article entitled "Insurance and Retirement Benefits".

f. If an employee is absent for reasons that entitle him to sick leave, the employee's supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time in compliance with specific department regulations.

(1) Failure to so notify his supervisor shall be cause for denial of the use of sick leave for that absence.

(2) Absence without proper notice for five (5) consecutive days shall constitute a resignation not in good standing.

g. (1) The Prosecutor may require proof of illness of an employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action.

(2) In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

(3) The Prosecutor may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined by the County Medical Examiner or by a physician designated by the Medical Examiner. Such examination shall establish whether the employee is capable of performing his normal duties without limitations and that his return will not jeopardize the health of the other employees.

h. Part-time temporary, part-time provisional, seasonal, or hourly paid employees shall not be entitled to sick leave.

i. Sick leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on any leave without pay except active military leave.

7.4 Personal Leave. All full-time permanent or unclassified employees covered by this Agreement shall be entitled to three (3) days per year leave of absence with pay for personal business which may be taken in one-half day units. Said leave shall not be taken unless 48 hours notice thereof has been given to the employee's supervisor. In the event that 48 hours notice cannot be given, said leave may be taken only upon authorization of said supervisor. The Prosecutor reserves the right to deny requests for personal days as conditions warrant, but authorization shall not be unreasonably withheld. Personal days shall not be taken in conjunction with vacation leave.



8.

ABSENCE WITHOUT LEAVE

8.1 Any unauthorized absence of an employee from duty shall be an absence without leave and is cause for disciplinary action.

8.2 Leave granted for a particular reason and used for a purpose other than that for which such leave has been granted, shall be unauthorized absence and may be cause for disciplinary action.

9.

NON-PAID LEAVES OF ABSENCE

9.1 A permanent employee shall be entitled to a leave of absence without pay to accept a permanent appointment with another governmental agency in New Jersey for a period not to exceed four (4) months.

9.2 All other leaves of absence without pay shall be at the discretion of the Prosecutor.

9.3 Employees returning from authorized leaves of absence as set forth in the Paragraphs above will be restored to their original classifications and salaries which they were earning at the time leave was granted. Said employees will suffer no loss of seniority or other employee rights, privileges, or benefits, provided, however, that sick leave, vacation leave, and longevity credits shall not accrue except for those on military leave.

10.

SENIORITY

10.1 Seniority is defined as an employee's continuous length of service with the County beginning with his last date of hire.

10.2 Seniority may be given preference in layoffs, recall, vacation, and scheduling.

10.3 The Prosecutor shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification, and pay rate and shall furnish copies of the same to the Union upon request.

10.4 The Prosecutor shall promptly advise the appropriate Union representative of any changes which necessitate amendments to the seniority list.

11.

HOLIDAYS

11.1 The following days are recognized paid holidays whether or not worked:

New Year's Day  
Martin Luther King's Birthday

Labor Day  
Columbus Day

Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day

General Election Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day

11.2 Holidays enumerated in Paragraph 13.1 above which fall on a Saturday shall be celebrated on the preceding Friday; holidays which fall on a Sunday shall be celebrated on the following Monday; holidays which fall within an employee's vacation period shall be celebrated at the employee's option unless the Prosecutor determines that it cannot be taken because of pressure of work.

11.3 In order to be eligible for holiday pay, an employee must be on the active payroll of the County and must have worked his full regularly scheduled workday before and after the holiday, unless such absence is authorized with pay or ordered.

## 12. GRIEVANCE PROCEDURE

12.1 A grievance is defined as:

a. A claimed breach, misinterpretation, or improper application of the terms of this Agreement; or

b. A claimed violation, misinterpretation, or misapplication of rules and regulations, existing policy, or orders, applicable to the division or department which employs the grievant affecting the terms and conditions of employment.

A claimed grievance shall be discussed between the employee and a supervisor and, if unresolved after discussion, shall be resolved in the following manner:

Step One: The unit representative or employee, or both, shall take up the grievance or dispute with the Prosecutor within ten (10) days of its or reasonable knowledge of its occurrence. It shall be stated in writing and signed by the grievant. No later than five (5) days after receipt of grievance, the Prosecutor shall render a decision in writing.

Step Two: If the grievance has not been settled within fifteen (15) days after receipt of the written reply of the Prosecutor, the unit may request the Public Employment Relations Commission to supply the parties with a panel of arbitrators. The arbitrator shall be selected by the parties in accordance with the rules promulgated by the Public Employment Relations Commission. The decision of the arbitrator shall be final and binding on all parties; it being understood that such binding arbitration is limited exclusively to disputes involving the application, meaning, or interpretation of this Agreement.

12.2 Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.

12.3 The Union Will notify the Employer in writing of the names of its employees who are designated by the Union to represent employees under the grievance procedure. An employee so designated by the Union will be permitted to confer with other Union representatives, employees, and employment representatives regarding matters of employee representation, during working hours and without loss of pay provided, however, that all said employees shall secure the permission of their immediate superiors, which permission shall not be unreasonably withheld.

13. SAFETY AND HEALTH

13.1 The Employer shall at all times maintain safe and healthful working conditions.

13.2 The Employer and the Union shall each designate a safety committee member and two alternates. It shall be the joint responsibility of the members or their alternates to investigate and correct unsafe unhealthful conditions. The members of their alternates shall meet periodically as necessary to review conditions in general and to make recommendations to either or both parties when appropriated. The safety committee member representing the Union or one of his alternates, with the approval of the Employer, shall be permitted reasonable opportunity to visit work locations throughout the Employer's facilities for the purpose of investigating safety and health conditions during working hours with no loss of pay.

13.3 This safety committee shall also make recommendations to the Prosecutor regarding such topics as, but not limited to, firearms qualification, bullet proof vests, police radios and vehicle maintenance and equipment.

14. EQUAL TREATMENT

14.1 The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, union membership, or union activities.

14.2 The Prosecutor and the Union agree not to interfere with the right of employees to become or not to become members of the Union and further that there shall be no discrimination against any employee because of union membership or non-membership.

15.

WORK RULES

15.1 The Prosecutor may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

16.

ANNUAL VACATION LEAVE

16.1 All full-time permanent and full-time unclassified employees shall be entitled to vacation leave based on their years of continuous service. Periods on a leave of absence without pay except military leave shall be deducted from an employee's total continuous service for purposes of determining the earned service credit for vacation leave.

16.2 Annual vacation leave with pay for all full-time permanent employees shall be earned as follows:

a. One (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment.

b. After one (1) year and to completion of five (5) years, 12 working days.

c. From beginning of sixth year and to completion of tenth year, fifteen (15) working days.

d. From beginning of eleventh year and to completion of fifteenth year, 20 working days.

e. After completion of fifteenth year, 25 working days.

16.3 Annual vacation leave with pay for all full-time temporary, full-time provisional, and JTPA employees shall be earned at the rate of one (1) day per month.

16.4 The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

16.5 An employee who is called back to work while on authorized vacation shall be paid one (1) day's pay in addition to regular day's pay and shall not lose vacation day or days.

16.6 Vacation allowance must be taken during the current calendar year unless the Prosecutor determines that it cannot be taken because of the pressure of work. Any vacation allowance so denied may be carried over into the next succeeding year. A maximum of ten (10) vacation days, at the option of the employee,

may be carried over from one (1) calendar year into the succeeding year.

16.7 A permanent employee who returns from military service other than any active duty for training with any military reserve or National Guard unit is entitled to full vacation allowance for the calendar year of return and for the year preceding, providing the latter can be taken during the year of return.

16.8 An employee covered by this Agreement who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation for retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

Whenever an employee covered by this Agreement dies, having to his credit any annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of death.

16.9 Part-time temporary, part-time provisional, seasonal, or hourly paid employees shall not be entitled to vacation leave.

16.10 Vacation leave credits shall continue to accrue while an employee is on leave with pay. Vacation credits shall not accrue while an employee is on leave without pay except military leave.

#### 17. LONGEVITY

17.1 Every full-time employee, temporary or permanent, classified or unclassified, of the County of Mercer, shall be paid longevity payments on a prorated basis with each salary check during the calendar year, and such longevity payment shall be considered in total with the salary for pension purposes.

Employees having completed five (5) years of continuous service will have added to their gross per annum pay an additional \$300 commencing with the first pay of the first full pay period following said anniversary of hire, and for the completion of each additional five (5) years of service calculated in the same manner using employee anniversary dates, shall have added to their gross per annum pay, an additional \$400.

Any interruption of service due to a cause beyond the control of the employee, i.e. for military service, injury, or illness, shall be considered as service for the County of Mercer for the purpose of determining the completion of said cumulative period of service with the County of Mercer. Nothing contained in this Article shall be construed to apply to any person whose employment has been terminated for any reason prior to the

effective date of the adoption of this contract.

Such additional longevity payments shall be paid notwithstanding the maximum salary provided for such employment.

18. CLOTHING MAINTENANCE ALLOWANCE

18.1 The County agrees to provide an annual \$300 clothing maintenance allowance to all employees covered by this Agreement. This allowance shall be earned on a quarterly basis, provided the employee works a minimum of one (1) day in any calendar quarter, and shall be paid semi-annually during June and December.

18.2 New employees, retired employees, or deceased employees shall be paid a prorated share of the clothing maintenance allowance, based upon the formula set forth in Paragraph 19.1 above, payable in either June or December.

18.3 Employees covered by this Agreement who voluntarily terminate their employment with the County of Mercer or whose employment is terminated for cause shall not be entitled to payment of the clothing maintenance allowance or any prorated portion thereof.

19. CLASSIFICATIONS AND JOB DESCRIPTIONS

19.1 The classifications for employees covered by this Agreement are Chief of Detectives, Captain of Detectives, Lieutenant of Detectives, and Lieutenant of Investigators.

20. STRIKES AND LOCKOUTS

20.1 In addition to any other restriction under the law, the Union and its members will not cause a strike or work stoppage of any kind, nor will any employees take part in a strike, intentionally slow down the rate of work, or in any manner cause interference with or stoppage of the Employer's work.

21. OUTSIDE EMPLOYMENT

21.1 Any employee covered by this Agreement shall be entitled to hold part-time employment, provided, however, that all such employment is approved in advance by the Prosecutor. The decision of the Prosecutor shall be final and shall not be the subject of an arbitration or grievance.

22. GENERAL PROVISIONS

22.1 The provisions of this Agreement shall only apply to those employees in the unit who are on the County payroll and actively at work on or after the date of the execution of this Agreement and those former employees whose employment was terminated by

death or retirement prior to the date of execution of this Agreement.

23.

#### SEPARABILITY AND SAVINGS

23.1 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

23.2 Upon request of either party, the parties agree to meet and renegotiate any provision so affected.

24.

#### TERMINATION

24.1 Subject to the terms of this Agreement and the grievance procedure, the Prosecutor has the right and responsibility to direct the affairs of the Prosecutor's Office, including the right to plan, control, and direct the operation of the personnel.

24.2 This Agreement shall be effective as of the first day of January, 1991, and shall remain in full force and effect until the 31st day of December, 1991. It shall be renewed from year to year thereafter unless either party shall give written notice of its desire to modify the Agreement. Such notice shall be made by certified mail or personal service by October 1 of any succeeding year.

In the event that such notice is given, negotiations shall begin not later than 90 days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper offices and attested to on the 14<sup>th</sup> day of August, in the year of Our Lord, One Thousand Nine Hundred Ninety-one.

ATTEST:

Catherine DiCostanzo  
Catherine DiCostanzo, Clerk  
Board of Chosen Freeholders

COUNTY OF MERCER:

Bill Mathesius  
Bill Mathesius  
Mercer County Executive

ATTEST:

\_\_\_\_\_  
Witness

PROSECUTOR'S SUPERIOR  
DETECTIVES' UNIT:

Al Heyessey  
Al Heyessey, Lieutenant  
Superior Officers Unit  
Representative

ATTEST:

\_\_\_\_\_  
Witness

PROSECUTOR'S OFFICE:

Paul T. Koenig, Jr.  
Paul T. Koenig, Jr.  
Mercer County Prosecutor